

**MINUTES
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – APRIL 15, 2015
REGULAR MEETING – 7:00 P.M.**

Item 1. Call to Order. Council Chair Holbrook opened the regular meeting of the Scarborough Town Council at 7:15 p.m. [Workshop prior to the Council meeting did not adjourn until after 7:00 p.m.]

Item 2. Pledge of Allegiance.

Item 3. Roll Call. Item The roll was called by Yolande P. Justice, Town Clerk. Thomas J. Hall, Town Manager was also present.

Shawn A. Babine	Katherine A. St. Clair
William J. Donovan	Edward NMI Blaise, III
Jean-Marie Caterina, Council Vice Chair	Pete F. Hayes
Jessica L. Holbrook, Council Chair	

Item 4. General Public Comments.

- Alex Turek of Bayberry Lane spoke on the School Budget and had concerns about those who live on a fixed income and could not pay their taxes – what would the town do.

Item 5. Minutes: April 1, 2015 – Regular Meeting. Motion by Councilor Blaise, seconded by Councilor St. Clair, to move approval of the minutes of the April 1, 2015, regular Town Council meeting.

Vote: 7 Yeas.

Item 6. Adjustment to the Agenda. None at this time.

Item 7. Items to be signed: a. Treasurer’s Warrants. Treasurer’s Warrants were signed during the meeting.

Item 8. Non Action Items.

a. **Presentation to acknowledge acts of bravery.** Council Chair Holbrook introduced Police Chief Moulton and Fire Chief Thurlow to present the following individuals with a Certificate of Recognition: Jake Shaw, David Hamilton, Jason Plummer and Michael Libby. Chief Thurlow stated that on March 25th there was a fire call that came in on at 10:48 a.m. It involved a 2-Family dwelling with attached garage. Owner Gloria Healey was home during the fire and fell on a small braided rug while attempting to rescue her dog before she evacuated. Gloria was transported to MMC with serious injury to her face and arm.

Jason Plummer and David Hamilton were at 8 Corners eating lunch. Plummer and Hamilton noticed the fire and drove over and began knocking on doors to alert any occupants of the fire. After they notified Gloria of the fire she did not exit as she was going to get her dog. After she did not return these two went back in and found her down on the ground unconscious.

Michael Libby-High School Student who was driving by stopped and went in with David Hamilton to rescue the dog and assisted with care of Gloria before SFD arrived.

Jake Shaw (AAA Driver) Stopped and assisted with Jason and David in removing Gloria. Jake went to Concentra to get checked out for burning eyes and lungs from the smoke.

Mr. Craig Pooler, the son of the individual whose home burnt, stated that the family cannot say enough to these individuals for doing what they did – the family greatly appreciates it.

Order No. 15-006, 7:00 p.m. Public hearing and second reading on the proposed amendment to Contact Zone V – Scarborough Realty, LLC [Mercedes-Benz Dealership] located at 137 US Route One. Council Chair Holbrook opened the public hearing. As there were no comments either for or against, the hearing was closed at 7:25 p.m.

Dan Bacon, Town Planner, gave a brief overview on this item and what changes were being proposed. Thomas J. Hall, Town Manager, noted that there would need to be an amendment to accept the Town Attorney's second amendment. Mr. Bacon responded to questions from the Town Council – Dan Doucette of LL Realty currently owns the property, just waiting on approval from the Town Council.

Motion by Councilor Babine, seconded by Councilor St. Clair, to move approval of the second reading on the proposed amendment to Contact Zone V – Scarborough Realty, LLC [Mercedes-Benz Dealership] located at 137 US Route One.

Motion by Councilor Blaise, seconded by Councilor Donovan, to move approval to amend the main motion to accept the Second Amendment as prepared by the Town Attorney.

Vote on amendment: 7 Yeas.

Vote on main motion as amended:

**SECOND AMENDMENT TO
CONTRACT ZONING AGREEMENT
BETWEEN THE TOWN OF SCARBOROUGH
AND 137 U.S. ROUTE ONE SCARBOROUGH REALTY, LLC
(formerly First Scarborough Realty of Maine, LLC)**

THIS CONTRACT ZONING AGREEMENT is made by and between the Town of Scarborough, a Maine municipality with its principal office located at the Scarborough Municipal Building, 259 U.S. Route 1, Scarborough, Maine (the "Town") and 137 U.S. Route One Scarborough Realty, LLC, a Maine limited liability company with a principal office located at 137 U.S. Route One, Scarborough, Maine ("137 US Route One").

RECITALS

WHEREAS, First Scarborough Realty of Maine, LLC, a Maine limited liability company ("First Scarborough Realty") is a predecessor in interest and in title to 137 U.S. Route One; and,

WHEREAS, First Scarborough Realty entered into a Contract Zoning Agreement with the Town on August 21, 2002, subsequently amended by an amendment dated on or about September 16, 2004 (hereinafter and taken together "First Agreement") in connection with certain improvements made to property located at 137 U.S. Route One and more particularly described in the First Agreement; and,

WHEREAS, the First Agreement (together with all exhibits and schedules appended thereto) is appended to this Agreement as *Exhibit I*; and,

WHEREAS, First Scarborough Realty conveyed its interest to 137 US Route One by deed dated April 26, 2005 and recorded in the Cumberland County Registry of Deeds at Book 22565, Page 326, the premises and all improvements situated thereon hereinafter referred to as the "Original Parcel"; and,

WHEREAS, 137 US Route One proposes to acquire additional property adjoining the Original Parcel, more particularly described in a deed from Drake Petroleum Company, Inc. to SRAM Corp. dated July 28, 2011 and recorded in the Cumberland County Registry of Deeds at Book 28856, Page 233 (the "New Parcel") for the purpose of expanding and improving the existing automobile dealership showroom located on the Original Parcel and other related purposes (together referred to as the "Property").

WHEREAS, the rezoning and inclusion of the New Parcel into the Contract Zoning District ("the District") and this Second Amendment is pursuant to and consistent with the Town's Comprehensive Plan and with the existing and permitted uses within the original zoning district classification;

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as received by each, the parties covenant and agree as follows:

1. All terms, conditions, covenants, representations, warranties, benefits and burdens set forth in the First Agreement (including all exhibits and schedules appended thereto) are affirmed, adopted, ratified and accepted by the Town and 137 US Route One and incorporated herein as if restated in full, subject to any conflict or inconsistency between the First Agreement and this Second Amendment, in which case this Second Amendment shall govern and control.
2. The Town hereby amends the Zoning Map of the Town of Scarborough to include the New Parcel in the District by adopting the map change shown on Exhibit 2A.
3. 137 US Route One is authorized to make the improvements and modifications to the Property as described in a certain "Site Plan - Proposed Second Amendment to the Contract Zone Agreement for Prime Mercedes Benz " prepared by Sebago Technics, revised through 4-07-2015 (the "Site Plan") attached as Exhibit 2B. Construction of the improvements shall be subject to the following conditions:
 - a. Notwithstanding Section XII of the Zoning Ordinance, as it may be amended from time to time, one additional business sign is permitted as shown on the Site Plan.
 - b. Notwithstanding the landscaping requirements in Section XVIII.A of the Zoning Ordinance, as it may be amended from time to time, a reduction in the required 15' green strip buffer is permitted to the extent shown on the Site Plan.
 - c. The uses allowed shall be limited to an automobile dealership with outdoor sales, display and storage of motor vehicles and indoor sales, service and display.
 - d. Special events and assembly activities may be conducted within any building as an accessory use, subject to any other required codes and approvals.
 - e. The Property subject to this Agreement shall be developed and used only in accordance with the Site Plan, to be approved by the Scarborough Planning Board, as that site plan may be amended from time to time.
4. 137 US Route One shall record this Agreement within 30 days after its approval by the Scarborough Town Council.
5. The provisions of this Agreement shall be deemed restrictions on the use of the Property, except as this Agreement may be amended by future written agreement of the Town and 137 US Route One or its successors in interest.
6. This is the sole zoning for the Property, and except as otherwise set forth in the aforesaid conditions, all other requirements of the underlying TVC Zoning District shall apply. The above restrictions, provisions and conditions are an essential part of the rezoning, shall run with the

Property, shall bind 137 US Route One, its successors in interest and assigns, and shall inure to the benefit of and be enforceable by the Town.

- 7. Except as expressly modified herein, the use and occupancy of the Property shall be governed by and comply with the provisions of the Zoning Ordinance of the Town and any applicable amendments thereto or replacement thereof.
- 8. In the event that 137 US Route One or its successors or assigns fail to develop the Property in accordance with this Agreement, or in the event of any other breach hereof, this Agreement may be terminated by vote of the Scarborough Town Council. In that event, the Property may then be used only for such uses as are otherwise allowed by law.
- 9. The Town shall have the power to enforce all conditions and restrictions of this Agreement, both through enforcement action pursuant to Section IV of the Scarborough Zoning Ordinance and through legal action for specific performance of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____ 2015.

WITNESS:

137 ROUTE ONE SCARBOROUGH
REALTY, LLC

By: _____

Ira Rosenberg Its
Manager

TOWN OF SCARBOROUGH

By: _____

Thomas Hall Its Town
Manager

STATE OF MAINE

Cumberland, ss.

Date: _____

PERSONALLY APPEARED the above-named Ira Rosenberg, in his capacity as Manager of 137 US Route One Scarborough Realty, LLC and acknowledged the foregoing instrument to be his free act and deed in his capacity and the free act and deed of said limited liability company.

Before me,
Notary Public/Attorney at Law

STATE OF MAINE

Cumberland, ss.

Date: _____

PERSONALLY APPEARED the above-named Thomas Hall, in his capacity as Town Manager of the Town of Scarborough, Maine and acknowledged the foregoing instrument to be his free act and deed in his capacity and the free act and deed of said Town.

Before me,
Notary Public/Attorney at Law

Vote: 7 Yeas

Resolution 15-003. Resolve to designate May 11 through 17, 2015, as “Women’s Lung Health Week.” Peggy Pennoyer a physician and a board member of the Lung Association of Maine. She noted that Lung cancer is the number one cancer of women and thanked the Town Council for approving this resolution.

Motion by Councilor Chair Holbrook, seconded by Councilor St. Clair, to move approval of Resolution 15-003 to designate May 11 through the 17, 2015, as Women’s Lung Health Week, as follows:

RESOLUTION 15-003
Designating May 11 - 17, 2015 as
Women’s Lung Health Week

BE IT RESOLVED, by the Town Council of the Town of Scarborough, Maine, in Town Council assembled, that,

WHEREAS, every five minutes, a woman in the U.S. is told she has lung cancer; and,

WHEREAS, lung cancer is the #1 cancer killer of women in the U.S.; and,

WHEREAS, the lung cancer death rate in women has almost doubled over the past 3 years; and,

WHEREAS, advocacy and increased awareness will result in more and better treatment for women with lung cancer and other lung diseases and will ultimately save lives; and,

WHEREAS, LUNG FORCE is the national movement led by the American Lung Association, with the mission of making lung cancer history—uniting women to stand together with a collective strength and determination to lead the fight against lung cancer and for lung health.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Scarborough, in Town Council assembled, hereby designates May 11 - 17, 2015, as *Women’s Lung Health Week* throughout Scarborough, and encourages all residents of Scarborough to learn more about the detection and treatment of lung cancer.

Signed and sealed this the 15th day of April, 2015, on behalf of the Scarborough Town Council and the Town Manager of Scarborough, Maine. Signed by Jessica L. Holbrook, Councilor Chair and attested by the Town Clerk.

Vote: 7 Yeas.

OLD BUSINESS: None at this time.

NEW BUSINESS:

Order No. 15-027. Act on the appointment of a Town Assessor pursuant to Chapter 200, the Town Charter, Section 204.1 and Title 30-A of M.R.S.A. subsection 2526.5. and authorize the Town Manager to enter into an agreement with Cape Elizabeth for shared services. Thomas J. Hall, Town Manager, gave a brief overview on this item and then introduced Matthew Sturgis, the individual who would be serving as Scarborough’s Town Assessor, if approved.

Motion by Councilor Babine, seconded by Councilor St. Clair, to move approval of the appointment of a Town Assessor pursuant to Chapter 200, the Town Charter, Section 204.1 and Title 30-A of

M.R.S.A. subsection 2526.5. and authorize the Town Manager to enter into an agreement with Cape Elizabeth for shared services, as follows:

**INTERLOCAL AGREEMENT
FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT is made this ____ day of April, 2015 by and between the TOWN OF CAPE ELIZABETH , a Maine municipal corporation existing under the laws of the State of Maine and located in Cumberland County (hereinafter “Cape Elizabeth”) and the TOWN OF SCARBOROUGH, a Maine municipal corporation existing under the laws of the State of Maine and located in Cumberland County (hereinafter (Scarborough”), collectively (“The Parties”).

WHEREAS, pursuant to 30-A M.R.S.A. § 2201, et. seq., municipalities are permitted to make the most efficient use of their powers by enabling them to cooperate with other municipalities on the basis of mutual advantage; and,

WHEREAS, pursuant to 30-A M.R.S.A. § 2526(5)(B), the municipal officers of two or more municipalities may provide for a single assessor, and Scarborough has a current vacancy in this position; and,

WHEREAS, Cape Elizabeth is willing and able to provide such services through its Town Assessor to Scarborough on a cost sharing basis and pursuant to the terms provided below.

NOW, THEREFORE, Cape Elizabeth and Scarborough agree as follows:

1. Appointment of Scarborough Assessor. Scarborough, acting by its Town Council, shall appoint Matthew Sturgis, the current Cape Elizabeth Assessor, with the consent of Cape Elizabeth, to be the official Scarborough Assessor for all purposes required under law, but subject to the provisions in Paragraph 3 below that he shall at all times remain solely an employee of Cape Elizabeth.
2. Scope of Services. The Cape Elizabeth Assessor shall perform all duties and responsibilities imposed by law on the Scarborough Assessor, including assessing the April 1st real and personal property taxes and committing the same for collection, hearing and deciding abatement requests, providing information to municipal officials and citizens, state agencies, vendors and other persons with interest in activities pertaining to the assessing functions of Scarborough including, appearing in any and all administrative and judicial forums to defend challenges to the Scarborough assessments, with the exception of those abatements relating to the 2012 tax year. Duties of the Scarborough Assessor are more clearly defined in the job description, attached as Attachment A. There is an expectation that the Cape Elizabeth Assessor will maintain a physical presence in Scarborough for two (2) days each week and be available via telephone, as needed during the regular work week, to address questions or concerns that cannot be addressed by other employees.
3. Cape Elizabeth as Sole Employer. The Cape Elizabeth Assessor shall remain an employee of Cape Elizabeth during the term of this agreement for all purposes including, without limitation, pay, benefits and worker’s compensation coverage.
4. Scarborough Responsibility. The Cape Elizabeth Assessor shall be an agent of Scarborough for the purposes of statutory authorization and for all functions and duties of the assessing office including, without limitation, establishing taxable valuation assessments, determination of abatement requests, exemption funding, certification of ratios, and listing and, where

appropriate, inspecting real and personal property and equipment. Scarborough shall provide a dedicated work space for the Cape Elizabeth Assessor at Scarborough Town Hall, complete with desk, chair, telephone, computer, and internet access and related office supplies to use when working in the Town of Scarborough. Further, Scarborough will, as desired, provide a laptop and cellular telephone for remote access when not working in Scarborough. Scarborough will also provide office support, legal counsel and assessment defense costs, independent appraisals, mass valuations and reviews as needed, and funding and physical location for administrative appeals processes for challenges to Scarborough assessments. Scarborough shall provide such additional financial and administrative support for mapping, computer systems, printing, mailing and other necessary resources and functions as Scarborough shall deem necessary and prudent for the proper administration of the Scarborough assessing function. Scarborough shall provide two (2) fulltime staff members, an Assistant Assessor and Administrative Assistant, in the Scarborough office to provide customer service and support and such other duties and functions as determined by the Assessor. These positions shall be Scarborough employees and Scarborough shall be solely responsible for all compensation, benefits and related costs.

5. Cost. Scarborough agrees to pay Cape Elizabeth, on a monthly basis, the amount provided in Attachment B.
6. Indemnification. If a claim is brought against either Scarborough or Cape Elizabeth arising out of, or within the scope of, the service performed by the Cape Elizabeth Assessor or any other agents he may lawfully engage for Scarborough, then Scarborough shall defend, indemnify and hold harmless Cape Elizabeth and its officials, agents and employees, including, without limitation, the Assessor in his official and individual capacities from and against all such claims, damages, losses and expenses, including reasonable attorney's fees. This section shall not be interpreted to waive the monetary limits or substantive areas of immunity under the Maine Tort Claims Act.
7. Term and Termination of Agreement. The initial term of this Agreement shall be April 15, 2015 to June 30, 2016. Thereafter, this Agreement shall automatically renew each year unless either party provides written notification to the other no later than April 1 of its intent to terminate the contract at the end of that contract year. The Parties agree that any amendment to this Agreement may be upon the mutual written and affirmative action of the governing bodies of both municipalities.
8. Notification. Notices under this Agreement shall be sufficient if sent by first class mail or hand-delivered as follows:

TO SCARBOROUGH: Town Manager
Town of Scarborough
259 U.S. Route One
P.O. Box 360
Scarborough, ME 04070-0360

TO CAPE ELIZABETH: Town Manager
Town of Cape Elizabeth
P.O. Box 6260
Cape Elizabeth, ME 04107

- 9. Default. In the event a party defaults under this Agreement, the other party shall have those remedies available to at law and equity, provided it shall first give the defaulting party written notice and a reasonable time to cure.
- 10. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. If any clause, section or provision is held to be invalid or unenforceable, that shall not affect the entire agreement and the Parties agree to meet and negotiate a new clause, section, provision or agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first written.

Town of Cape Elizabeth

Dated: _____

 By Michael K. McGovern
 Its Town Manager

Town of Scarborough

Dated: _____

 By Thomas J. Hall
 Its Town Manager

ATTACHMENT A

JOB DESCRIPTION

Title: Assessor
Department: Assessing
Status: Contract employee
Grade: 20
Revised: April 8, 2015

NATURE OF WORK.

This is specialized technical and administrative work in the assessment of property taxes within the Town of Scarborough, as contracted through and pursuant to an Interlocal Agreement with the Town of Cape Elizabeth.

Work involves the evaluation and assessment of all taxable property within the town, and the administration of varied records necessary to administer the property-taxing program. While duties involve extensive fieldwork in the review of existing and new properties, the Town Assessor participates in administrative office work and has responsibility for the maintenance of property assessment records. Supervision is exercised over one or several clerical assistants, and work is performed under the general direction of the Town Manager. Assignments, however, are carried out

with technical independence subject to general policy guidelines, and are checked for results obtained and through state or local review and appeal.

POSITIONS SUPERVISED: Deputy Assessor

ESSENTIAL FUNCTIONS (*Illustrative examples; not intended to be all-inclusive.*)

1. Plans and organizes fieldwork; makes field checks on new construction and renovations, and secures varied data for records purposes. Plans and organizes fieldwork for an assistant participating in incidental fieldwork.
2. Maintains and reviews the maintenance of official maps, transfers and other records maintained at the assessment office; makes and enters computation valuations and other data in valuation commitment books; determines the valuations to be placed on new, renovated and existing property based on changing market value.
3. Responsible for the ongoing maintenance of current property valuation through computer analysis, visitation and data collections.
4. Maintains varied property information records necessary for the preparation of assessment rolls; verifies proper names, locations and size of all transfers of property using documents in the Registry of Deeds.
5. Reviews qualifications of tax exempt properties, confers with local businesses in the listing and inspection of all taxable personal property.
6. Provides extensive public information regarding complaints arising from assessments; meets with taxpayers and resolves disputes; interprets property tax laws; makes final review and approves major technical decisions in all assessment program work.
7. Assists the Town Manager with various administrative tasks that may be assigned.
8. Performs related work as required.

REQUIREMENTS OF WORK

Thorough knowledge of the principles, methods and techniques of real and personal property assessment and valuation.

Thorough knowledge of the Town Charter provisions, ordinances and general law pertaining to tax assessment.

Ability to plan and organize the maintenance of assessment and property records to facilitate the preparation of varied assessment rolls and reports.

Ability to establish and maintain effective working relationships with taxpayers, the general public and employees.

Familiarity with computer operation and utilization.

Ability to speak before public groups to present the real properties assessment program.

Skill in the operation of calculating machines and standard office equipment.

DESIRABLE EXPERIENCE AND TRAINING

Considerable experience in property assessment work involving the appraisal and evaluation of land and buildings, preferably including some experience in the maintenance of standard office records; and satisfactory completion of a course of study leading to certification in real property appraisal, or

graduation from an accredited college program with specialization in property assessment, business or public administration.

In lieu of the above, any equivalent combination of training and experience that provides the following knowledge, abilities and skills may be considered at the discretion of the Town of Scarborough.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The work is generally sedentary. Typically, the employee may sit comfortably to do the work. However, there may be some walking; standing; bending; carrying of light items such as papers, books, small parts; driving an automobile, etc. Must be able to lift 25 pounds, otherwise, no special physical demands are required to perform the work.

The work environment involves everyday risks or discomforts which require normal safety precautions typical of such places as offices and meeting and training rooms, use of safe work practices with office equipment, avoidance of trips and falls, observance of fire regulations and traffic signals, etc. The work area is adequately lighted, heated, and ventilated.

“ATTACHMENT B”

Scarborough shall be responsible for forty percent (40%) of the total employment costs (salary and benefits) for the Cape Elizabeth Assessor and training expenses, agreed by the parties to be \$52,938.90 annually at this time, subject to adjustment each July 1st based on the Employment Cost Index for State and Local Government Workers commencing July 1, 2016. Payment by Scarborough to Cape Elizabeth shall be made monthly, due on or before the 15th of each calendar month during the term of this Agreement without the need for billing by Cape Elizabeth.

Vote: 7 Yeas.

Order No. 15-028. Act to approve the Resolve to accept donations for the Fuel Assistance Program. Motion by Council Chair Holbrook, seconded by Councilor Babine, to move approval on to accept donations for the Fuel Assistance

TOWN OF SCARBOROUGH

IN TOWN COUNCIL ASSEMBLED

April 10, 2015

RESOLVE Accepting Donations for the Fuel Assistance Program.

BE IT HEREBY RESOLVED BY THE TOWN COUNCIL AS FOLLOWS:

THAT THE Town of Scarborough gratefully accepts the pledges and donations from the following businesses and/or persons, that have been collected to date, to be used for the Fuel Assistance Program:

Mr. & Dr. Jeffrey Ertman

AND, be it further Resolved that each business, organization and/or person be recognized for their generous donations as a token of the Town’s appreciation.

Sponsor: Town Council
Originator: Town Council

Vote: 7 Yeas.

Item 9. Standing and Special Committee Reports and Liaison Reports.

- Councilor Hayes gave updates on the Shellfish Conservation Committee meeting and the Coastal Waters and Harbor Commission.
- Councilor Blaise gave an update on the Eastern Trail Management District meeting as well as the Eastern Trail Alliance Committee meeting.
- Councilor St. Clair noted the next Ordinance Committee meeting is scheduled for Tuesday, April 21 at 9:30 p.m. here at Town Hall in Chamber A.
- Councilor Caterina gave an update on the Conservation Commission and the Long Range Planning Committee.
- Councilor Donovan gave an update on Maine Municipal Political Action Committee meeting held in Augusta. He also gave an update School Board Budget presentation that lasted 5 hours; he felt that is was very informative. Gave an update on the Long Range Planning Committee. Councilor St. Clair would like to meet with Councilor Donovan to discuss what had been said with the Town Planner. Councilor Caterina noted that the Long Range Planning Committee will be discussing this issue.
- Councilor Babine encouraged the public to view this School Board presentation on the access channel. This budget is still a work in progress. The next Finance Budget is scheduled for Wednesday, April 22nd at 4:00 p.m.; Wednesday, April 29th at 4:00 p.m. to work on the Municipal side of the budget and at 7:00 p.m. at the high school auditorium for an open discussion with the public regarding the proposed FY2016 Budget. There is a link on the Town's Homepage where the public can send in their questions. Another possible date would be Monday, May 4th, but he would let everyone know. SEDCO, ecomaine and the PACTS Committee all meet on Thursday, April 16th.

Item 10. Town Manager Report. Thomas J. Hall, Town Manager, gave the following updates:

- The Chamber's Annual Municipal Officials Diner would be on Tuesday, May 19th at 4:30 p.m. at the Piper Shores Complex.
- There would be a ground breaking ceremony on Thursday, April 30th at 10:00 a.m. at 700 Gallery Boulevard.
- He noted that he had been working with the property owner at 341 US Route One to have the burnt building removed and this should be complete soon.

Item 11. Council Member Comments.

- Councilor Babine thanked everyone who attended the Pay as You Throw Workshop that had been held prior the Town Council meeting – adding that this item would be taken off the Finance Committee agenda. He congratulated the four young men who had been honored earlier in the meeting and noted that this is why he loves living in Scarborough. To the school board member who commented that “if you could not pay your taxes – move” you should not be serving. This is not representative of the rest of the board nor of this Council.
- Councilor Donovan Attended the Bellavita open house and had a tour on the facility with 80 units. He also attend the volunteer fair on behalf of the Beach Monitor Program to recruit volunteers.

- Councilor Caterina also thanked the four individuals whom had been honored. She was still working on “Broadband” issue. While on vacation in Charleston S.C. she took pictures of the various signage that had been posted along the beaches.
- Councilor St. Clair noted that Scarborough has a very large Senior population and there are those who are on the younger side that also lives on a fixed income.
- Councilor Blaise thanked the Town Manager and the Public Works Director for the information provided at the Workshop relating to the Pay as you throw. The Eastern Trail Annual Meeting would be on Thursday, May 14th from 5:30 to 8 p.m. – further information would be forthcoming.
- Councilor Hayes also attended the open house at Bellavita – very nice facility. He was amazed at the number of emails on the budget. There are those that are nice and then you have ones that are not so nice. Four themes: School Systems has had dramatic cuts – there is not year since 2011 where the budget has been cut; really decreased the quality of the school – have Property values have suffered because and people are unwilling to invest in the Schools – we are making He appreciates everyone working together and keep informed.
- Council Chair Holbrook noted that there was a link on the homepage for volunteers to sign up for beach monitoring. She too commented on what had been stated at the last meeting by a member of the School Board. There is a balance that needs to be maintained - Agree to disagree and the best for the most with the least. She and Councilor Caterina had discussions about the budget and whether there should be a policy relating to placing a cap on further proposed budgets, as yet there is not policy in place; however, they might bring forward something. She wanted the public to know that she does reply to all the emails.

Item 12. Adjournment. Motion by Councilor St. Clair, seconded by Councilor Caterina, to move approval to adjourn the regular meeting.

Vote: 7 Yeas.

Meeting adjourned at 8:34 p.m.

Respectfully submitted,

Yolande P. Justice
Town Clerk